425 who agree among themselves to be shareholders (kumalak). Each
496 tent participating in this receives a sector of irrigated land commen-
312 surate with the number of workers it sent, /104/ the days of work and in general the labor expended (mikhnat). Those who did not participate in putting through the canal are not given a sector.

427 In case of departure, a shareholder can rent out his sector, or
● 432 reconvey it with all rights and obligations to another, from whom he
312 receives a remuneration for the labor expended. Sectors growing clover are not only leased out but also sold for a price which is independent of the labor expended by the shareholder. In the Kurama uyezd, they sell not only sectors growing clover but every kind of plot. Among both the Kazakhs and the Challa Kazakhs, there is no knowledge of the shafi, i. e., the right of the neighbor as the most favored buyer. The buyer of the sector joins the commune liable to taxation, to which this sector belongs. (Perovsk and Kurama uyezds).

312 The person who puts through the canal and irrigates a certain
425 area of land with it receives the right to the use of this land. The canal is usually named after him, in addition.

If someone puts through a new canal in the canal bed of an old one, and after a certain length of time the proprietor of the latter appears, they refuse him satisfaction saying: "Why did you not declare yourself sooner? Then we would have put the canal through in another place."

312 If a certain clan digs out a canal or a well, with the slaughter-
423 ing of an animal before the work is begun, as is the custom, and if it later departs to nomadize elsewhere and another clan settles there in
425 its place, the first clan, on reappearing, will demand its canal or well. Such demands are made by the relatives, even to the seventh generation. "Here the labor of our grandfathers was expended" (baba myzdyng mikhneti), they say in such cases. If the accused refuse, under the pretext of not knowing about the previous owners, the plaintiffs are required to swear that they or their ancestors dug out the canal or well. If the clan which occupied the canal or well after it was made expended labor on cleaning and repairing it, it is told: "You used the water for this." If they have not yet used the water, they are permitted to settle together /105/ (kosylyb egever) and share in the payment of taxes and dues, but only if they renounce with a written document the rights to the canal or the well. In such a case, the land they occupy is considered only a pledge.

Among the Kirgiz, canals and wells belong to those who first dug them with the slaughtering of an animal, even though others

000 usually guarantees.

It is possible to sell property in the absence of the owner only 437 under the following circumstances: in case of close kinship, of trust, and by order of the authorities. (1) 432

1. In the latter case they choose only that animal which in not working, not in a caravan, in general the least necessary one.

/127/ An object purchased from minors is returned without fine on the demand of the father.

A person who knowingly buys something stolen is considered [685] a thief.

The buying of livestock or objects which are not in sight is 437 avoided. But if they do buy sight unseen, a horse is understood to be a five year old stallion or a three year old mare, and a camel a five year old male or a three year old female (Perovsk uyezd).

A deposit is unknown to the Kazakhs.

At the bazaars there is always a special middle man (del'del') for each type of livestock, a Kazakh or a Sart, who tries everything to bring the two sides to an agreement, putting the hand of the seller into the hand of the buyer by force.

In addition to shaking hands, the act of sale is validated by the seller by the words: Use it with good fortune, etc. (bereke tap, khayrin kur, iygliginga tutun, etc.), and by the buyer with the words: "May one be returned to you a thousandfold; May you too benefit" (biring myng bulsun, sen de bereke tap).

Both sides can still back out until the money has been paid. 437 After the payment they cannot. However the seller can take back 432 the object sold, with the consent of the buyer, for a certain sum to pay it off (pshayman, pshaymana). The buyer too can request, but not demand, of the seller the breaking off of the sale if the animal is in the same condition as it was at the time of purchase.

If in about a week's time faults are shown in the animal which were not mentioned during the sale, but outside people knew of their existence, the buyer can refuse the animal or demand the return of the money paid. In anticipation of this, it has become customary for the middle man to say to the buyer during the sale: "Look yourself, to see if the animal is absolutely healthy. Once you have bought it, it will be yours, even if it dies today." (Collected in the Perovsk uyezd).

In the Auliye-Ata uyezd, according to the communication of

bii Umurbek, the sale of an animal /128/ is broken off (saudasy kaytady) without a fine, when the owner does not mention its faults which are known to him, but not later than 2-3 days, depending on the type of livestock, since a deadly disease in an animal is recognised in a short time. (1) If a sold animal dies, the buyer does not receive his

1. For example, yamandatpa or yamaldatpa in horses is recognized in a day.

money back, because he could have filed a complaint before its death. In a sale a period of time is often designated within which it is still possible to return an animal for the sum which was paid for it.

According to a communication from Torgai, an agreement concerning the faults of an animal is usually one of three kinds:

1) During the purchase it is asked whether the animal has anything wrong with it. When the answer is negative the buyer suggests the designation of a period of 3-4 days, within which he can return the animal if faults appear in it.

2) The seller, who is hiding the faults of the animal which he is selling cheap, says: "Look yourself. Take it or leave it, as you like. If you cross this mark (drawn on the ground by him as he says the words) the animal is yours."

3) The seller declares: "If it has a lawful defect (aybi shar"y') (2)

2. For example, glanders or farcy (manka), or lameness.

I will take it back. But if it is sick it will stay with you." If later one of the aybi shar"y is discovered, it is declared the next day. If the seller says to this: "This defect was not there yesterday, but you saw it yesterday", then an oath is designated, namely, they give one of them (preferably the buyer) a choice between receiving an oath from the seller that the defect was not there yesterday, and giving his own oath that it was there. If both sides are unwilling to swear, the animal is returned to the seller with a buying off payment from the purchaser, or else the animal remains sold and the buying off money is paid by the seller. If the seller has gone away and only the warrantor, i. e., the middle man is at hand, who has received the middle man's /129/ money (shirinkame), or another warrantor, then he is made responsible. But the warrantor refuses to pay the pshaymana. He would say that he only guaranteed that the animal was not stolen, but did

431 not guarantee its quality. The bii requires the warrantor to find the
seller, but does not sentence him to pay the pshaymana. If the seller
432 is not found the case remains without further result.

Formerly it was possible to renounce a purchase or sale which was already completed, on the ground that it was bought for too much, or sold too cheaply. There is even a proverb: "The sale of a horse can be broken off for a month, and the sale of a camel, in the course of a year" (at saudasy ayinda kaytady, tyuya saudasy yilinda kaytady). This is never done now. If the buyer or seller claims he was deceived in the sale of an animal or other object, saying that they convinced him falsely of the expensiveness of the object, its newness, of the general pennilessness of the bazaar, etc. the sale is not broken off, because they do not believe the claimant, and feel that he is simply renouncing the sale (aynydy).

Among the Kirgiz, an agreement is made on the period of time within which an animal can be returned, in case defects are discovered in it. If such an agreement was not made, it is not customary to return the animal. A declaration saying the animal was too dear, although without defects, is also not accepted among the Kirgiz

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426 When borrowing on credit (karz beresek) the presence of witnesses and guarantors is obligatory. In general, they try to have witnesses.

If the defendant denies the existence of a debt, then an oath is required on general grounds, as in cases of crime. But a debt (1)

1. The requirement of percentages (usum, payda, idzhara) is not obligatory. Credit is given with interest and without it. According to the communication of Abulfaiza of the Chimkent uyezd, honorable /130/ Kazakhs take 20% a year, called deduazde, i. e., 12 for 10. Bad persons take 20 kopeks a month for one tillia /worth 3-4 rubles/.

According to a report from the Perovsk uyezd, Kazakhs take 20 kopeks a month for a ruble, or else nothing. Among the Kirgiz, 20 kopeks a month interest (tuam) is paid for 4 rubles.

is exacted without a fine. The biilyk and the court costs are required from the debtor.